Camden Living Housing Association

Compensation and Remedies Policy

Version:	2.0
Author:	Risk and Compliance Advisor
Policy Owner:	Board
Date adopted:	19 May 2026
Date of next review:	May 2028/change to regulations
Approved by:	Board

1. Introduction

Camden Living Housing Association (CLHA) always aims to deliver high quality services which are right first time. However, this does not always happen and, where this is the case, we will seek to put the problem right and may offer compensation where appropriate.

The aim of compensation and any other remedy is to restore a person, as far as possible, to the position they would have been in had the service failure not occurred. We will aim to ensure that compensation payments are fair and proportionate. In some cases, financial compensation may be the most appropriate remedy. In other cases, practical action or another form of redress may be more appropriate, either on its own or alongside a financial payment.

CLHA will adopt the Housing Ombudsman's dispute resolution principles of:

- Be fair
- Put things right
- Learn from outcomes

These principles underpin all decisions on remedies and compensation. When making decisions about remedies and compensation, CLHA will take into account the Housing Ombudsman's latest guidance on compensation policies and remedies. We will also recognise that each case must be considered on its own merits, applying discretion, fairness, common sense and consistency.

CLHA will investigate complaints in line with its Complaints Policy. CLHA's Complaints Policy can be found here: Complaints Policy

2. Legal and regulatory requirements

Through this policy, CLHA will comply with and have regard to and be guided by the following:

- the Regulator of Social Housing's relevant consumer standards, including requirements that registered providers address complaints fairly, effectively and promptly
- the Social Housing (Regulation) Act 2023
- the Housing Ombudsman's Complaint Handling Code
- the Housing Ombudsman's guidance on compensation and remedies
- the Equality Act 2010

The Equality Act 2010 requires CLHA to understand the impact of its services on people with protected characteristics and to make reasonable adjustments so that residents are able to access the complaints service. When considering compensation, CLHA will take into account whether the impact of a service failure was worsened because of disability, age, medical condition, or the presence of young children or other vulnerabilities in the household.

3. Scope of Policy

This Compensation Policy covers individual households rather than group or collective representations. Any person or household affected by CLHA's services, including but not limited to tenants and leaseholders, are covered by CLHA's Complaints Policy and this Remedies and Compensation Policy. In this policy we refer to all such people as "residents".

This policy applies where CLHA has identified a service failure, maladministration, severe maladministration, or other circumstances in which compensation or another remedy is appropriate.

4. What this Policy does not cover

This policy does not cover the following:

4.1 Statutory compensation for home loss, disturbance and improvements

This policy does not replace statutory compensation schemes or other specific compensation arrangements. Where compensation is payable under statute or another specific scheme, including home loss, disturbance or compensation for qualifying improvements, CLHA will deal with this in accordance with the relevant legal and policy requirements. CLHA will give advice to residents on the types of statutory compensation they are entitled to.

4.2 Complaints about services which are not provided by Camden Living Housing Association

This policy does not apply to compensation for complaints made about other services a resident may receive from Camden Council or another organisation, where these are not directly related to the home they rent from CLHA. We will advise residents if they are unsure who to complain to.

4.3 Personal injury claims

This policy does not cover claims for personal injury, which should be dealt with through the appropriate legal or insurance route.

4.4 Damage caused by events outside CLHA's control

This policy does not normally cover damage or loss caused solely by circumstances beyond CLHA's control, such as severe weather, flooding, or actions of third parties not acting on CLHA's behalf, unless there is evidence of a separate service failure by CLHA.

4.5 Claims covered by contents insurance

Where loss or damage to a resident's belongings may be covered by the resident's own contents insurance, this may be a relevant consideration. However, where the facts are clear and the loss or damage has been caused directly by CLHA or a contractor acting on its behalf, CLHA will consider reimbursement or compensation without requiring the resident to make a claim on their own insurance at further inconvenience and cost to themselves.

5. Types of compensation covered under this Policy

CLHA will always consider whether a practical or service-based remedy is required before or alongside any financial compensation. Financial compensation will not be used as a substitute for putting things right where this is possible.

Compensation falls into three categories: mandatory payments, actual quantifiable financial loss, and other discretionary compensation.

5.1 Mandatory payments can include, but are not limited to:

- statutory home loss payments
- disturbance payments

- compensation for qualifying improvements

Mandatory payments will be made where the legal or policy criteria are met.

5.2 Quantifiable loss can include, but is not limited to:

- the value of any damage to a resident's belongings or other direct loss that can be evidenced as a result of a service failure by CLHA or its service provider, Camden Council, contractors, or any representative acting on CLHA's behalf
- increased heating, fuel or utility costs caused by disrepair or service failure
- the reasonable cost of alternative accommodation, takeaway food, cleaning or repairs, where these have been reasonably incurred because CLHA failed to meet its obligations
- working time lost by residents and/or the cost of childcare arrangements as a direct result of a service failure, where evidenced
- reimbursement of charges for services that residents have paid for, but which were not provided or not provided to a reasonable standard

Examples of quantifiable loss are included in section 6.1 below.

5.3 Discretionary compensation can include, but is not limited to:

- the impact on the resident's living arrangements and quiet enjoyment of their home
- the duration of any avoidable distress, inconvenience, time and trouble caused by a service failure
- the level of inconvenience caused by delays in providing a service, including repairs
- temporary loss of use of part of the property
- temporary loss of an amenity such as heating, hot water, power, lighting, kitchen or bathroom facilities
- poor complaint handling, including late responses, poor communication, lack of information, or failure to follow CLHA's Complaints Policy
- failure to meet target response times
- failure to follow policy and procedure
- unreasonable time taken to resolve a situation

6. How we will decide on compensation offers

The compensation calculation will be based on what is believed to be fair in the circumstances of the case. This includes the amount of financial loss and/or the level of impact where there is not a quantifiable loss.

Remedies, including compensation where appropriate, will be considered at the earliest opportunity to resolve complaints without unnecessary escalation.

Where a resident lost use of all or part of their home CLHA will calculate compensation based on the rent and service charges for that property. This will not apply for the amount of time where a resident was moved temporarily to another home. CLHA has a separate policy which deals with temporary moves. CLHA will advise residents in these cases.

Each case will be considered on its own merits. CLHA will consider the duration of the problem, the severity of the service failure, the impact on the resident and household, whether a contractor acting on CLHA's behalf contributed to the issue, whether the complaints process was handled appropriately, and whether vulnerabilities or household circumstances worsened the impact. CLHA will also consider the cumulative impact of multiple service failures on the resident.

Compensation payments will be regularly reviewed by the Board as part of CLHA's approach to learning from complaints. The Board will agree the value of compensation which can be approved by officers without prior Board approval. To avoid delays in approval decisions can be made outside of Board meetings and reported to the next Board meeting.

6.1 Examples of where compensation may be paid

Below are examples of where compensation may be paid, however this list is not exhaustive.

- **Uninhabitable rooms/whole house** – residents may be awarded a payment when parts or all of their home cannot be used because of CLHA's failure to take reasonable steps to carry out repairs to the right standards, including within agreed or reasonable timescales.

- **Alternative accommodation** – where the property is uninhabitable until repairs are carried out, CLHA or its service provider Camden Council will work with the household to agree appropriate alternative accommodation. Any statutory home loss or disturbance compensation will be dealt with under the relevant legal or policy framework.

- **Damage to personal belongings** – such as clothing, personal items, furniture or anything not covered by buildings insurance where the damage was caused as a direct result of a service failure by CLHA, its service provider Camden Council, contractors or others delivering services on CLHA's behalf.

- **Missed appointments** – where CLHA or its contractor misses a confirmed appointment without notice or good reason, and this causes inconvenience or financial loss.
- **Working time lost / childcare costs** – where these arise as a direct result of the service failure and can be evidenced.
- **Heating / hot water systems failure** – a payment may be agreed where loss of hot water or space heating results from a failure by CLHA and an alternative form of heating is not provided within the required timescale. Compensation may also be paid if the cost of alternative heating is higher than the regular form of heating.
- **Loss of water supply** – this will be considered where the loss of supply is because of a failure or omission by CLHA or its service provider.
- **Loss of amenity or use of part of the home** – for example, where a bathroom, kitchen, bedroom or other room cannot be used for a period because CLHA failed to act appropriately.
- **Failure to provide a charged-for service** – where a resident has paid a service charge or other charge for a service which CLHA failed to provide or failed to provide to a reasonable standard.
- **Complaint handling failures** – where CLHA failed to respond within the timescales set out in the Complaints Policy, failed to communicate appropriately, failed to follow procedure, or otherwise caused additional inconvenience through poor complaint handling.
- **Other reimbursement** – as it is not possible to cover all situations or eventualities in this policy, CLHA will use discretion in reimbursing other reasonable expenses or losses directly caused by service failure.

6.2 Evidence of financial loss

When calculating compensation payments CLHA or its service provider will ask the resident whether they are able to provide evidence the financial loss. We will be reasonable and proportionate about this and take into account the circumstances.

Examples of evidence may include receipts, invoices, photographs, wage slips, employer confirmation, bank statements, or other documentary evidence which clearly demonstrates loss of earnings, childcare costs, value of lost or damaged items, extra heating costs, or other expenses.

Where evidence is not available, we can still pay compensation where the situation arose due to a failure on the part CLHA or its service provider. We will involve residents in agreeing the final sum we will offer.

6.3 Discretionary payments

These may at times be awarded depending on the individual circumstances and each case will be considered on its own merits. CLHA will seek to be reasonable in considering every factor when calculating discretionary payments, such as the effect/impact on household members due to their circumstances and/or protected characteristics such as age, disability, medical condition, frailty or the presence of young children.

6.4 Other remedies

Compensation is not the only form of redress. CLHA will consider what practical action can be taken to put matters right either separately from, or in conjunction with, an offer of compensation.

Examples include:

- undertaking or completing repairs
- carrying out redecoration, cleaning or other works
- replacing damaged items where appropriate
- correcting records
- reviewing decisions
- refunding or waiving charges
- making a goodwill gesture

6.5 Where residents have contributed to the issue being complained about

CLHA will take into consideration any actions by residents which may have contributed to the situation. Examples of this may include carrying out an unauthorised repair or modification to their home without consent, failure to report a repair or other relevant matter within a reasonable timeframe, failing to respond to our attempts to make contact, refusing access to CLHA or its service provider, or failing to take reasonable steps to minimise loss where it was safe and practical to do so.

Information on tenants' responsibilities, can be found in the Tenancy Conditions issued with the Tenancy Agreement.

7. How compensation will be paid

- Payment will normally be made by direct transfer to the resident's bank account.
- CLHA will explain clearly how any compensation figure has been calculated.

- CLHA will not normally use compensation payments to offset rent, service charge arrears or other money owed to CLHA by the resident unless the payment specifically relates to a rent or service charge adjustment/refund, or the resident asks us to credit the payment to their account, or there is a clear legal basis for doing so.

8. Guide to the amount of compensation which will be paid

The table in Appendix 1 sets out a guide that CLHA will take into account when considering compensation. This is only an indicative guide and offers may be higher or lower depending on individual circumstances.

In deciding how much compensation to pay, CLHA will consider whether the Complaints Policy was followed, the duration and severity of the failure, the impact on the resident, and whether any vulnerability or household circumstances worsened that impact.

An apology will always be issued along with any compensation payment offers.

9. Learning from complaints

CLHA will use information from complaints and compensation decisions to:

- Identify root causes of service failure
- Improve services and processes
- Monitor trends and recurring issues
- Report learning outcomes to senior management and the Board

10. Training and promotion

We will publicise this policy to staff, service providers and residents through our website and through policy briefings and training.

We will also ensure that relevant staff and contractors understand:

- when compensation may be appropriate
- the need to consider other remedies as well as financial redress

- the need to take account of vulnerabilities, accessibility needs and reasonable adjustments
- how learning from complaints and compensation decisions should improve services

11. Policy Management

The Board is responsible for ensuring this policy is kept up to date, implemented, monitored and evaluated.

The Board is responsible for appointing a Complaints Officer and Member Responsible for Complaints.

The policy will be reviewed every two years or more frequently where there is a change in circumstances, work practices, Ombudsman guidance, the Complaint Handling Code, or relevant legislation.

12. Links to other Policies

- CLHA Complaints Policy
- CLHA When We Need to Move You Policy
- Adjustments to Services Policy
- Equality, Diversity and Inclusion Policy
- Repairs Policy

13. How to contact the Housing Ombudsman

Residents can contact the Housing Ombudsman at any time to ask for advice either before or after they have made a complaint, or if they are unhappy with how a complaint has been managed by CLHA, including about compensation.

The Housing Ombudsman can be contacted by visiting their website at Housing Ombudsman Service, by calling 0300 111 3000, or in writing to The Housing Ombudsman Service, PO Box 1484, Unit D, Preston, PR2 0ET.

Document Control

Version	Date	Approved by	Changes
1.0	May 2025	Board	Initial policy
2.0	May 2026	Board	Updated to reflect Housing Ombudsman compensation policy guidance and remedies guidance

Appendix 1 – Guide to compensation payments

A. Loss of Heating and/or Hot Water

Issue	Compensation	Key Notes
Complete loss of heating and hot water	£15 per day	After repair timeframe expires
Loss of heating or hot water only	£8 per day	Where one service remains available

B. Loss of Power

Issue	Compensation	Key Notes
Complete loss of power	£10 per day	After repair timeframe expires
Loss of lighting only	£10 per week	Partial loss only

C. Missed Appointments

Issue	Compensation	Key Notes
Missed appointment	£15 per appointment	Where no notice given

D. Complaint Handling Compensation

Level	Description	Compensation
Minimal impact	Minor delay or isolated issue	Up to £50
Low impact	Short delays, minor inconvenience	Up to £100
Maladministration	Clear failure affecting complaint handling	Up to £250
Severe impact	Significant delays or poor handling	£250–£1000+

E. Other Service Failures

Level	Description	Compensation
Minimal impact	Short duration, limited inconvenience	Up to £100
Low impact	Noticeable inconvenience, no permanent impact	Up to £600
Maladministration	Significant impact	£600+
Severe maladministration	Serious or prolonged failure	£1000+

Note: the above are indicative and depending on each case may be higher or lower.